



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ALEX VILLANUEVA, SHERIFF



August 6, 2019

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

43 August 6, 2019

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE AMENDMENT NUMBER ELEVEN TO AGREEMENT NUMBER 74666
WITH N. HARRIS COMPUTER CORPORATION AND
SYSCON JUSTICE SYSTEMS, INC. FOR THE MAINTENANCE AND SUPPORT OF
THE JAIL INFORMATION MANAGEMENT SYSTEM
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking the Board's approval and execution of Amendment Number Eleven (Amendment) to Agreement Number 74666 (Agreement) with N. Harris Computer Corporation and Syscon Justice Systems, Inc. (collectively, Syscon) for continued maintenance and support of the Department's Jail Information Management System (JIMS). The current Agreement will expire August 17, 2019.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Amendment to the Agreement with Syscon to: (1) extend the term of the Agreement for three additional years, plus three one-year extension options; (2) increase the Maximum Contract Sum by \$1,827,895; and (3) memorialize the amalgamation of Syscon Justice

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —

Systems Canada Ltd. (Syscon Canada) with and into N. Harris Computer Corporation.

2. Delegate authority to the Sheriff, or his designee, to: (1) exercise the extension options if it is in the best interest of the County; (2) add and/or update standard County contract provisions as required by the Board; (3) effectuate an assignment of rights or delegation of duties pursuant to the Assignment by Contractor provision; and (4) termination of the Agreement, either in whole or in part, by provision of a 30 days advance written notice.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 13, 2019, in accordance with Board Policy 5.100, the Department provided the Board with an advance notification of its intent to enter into a Sole Source Amendment to extend the Agreement.

JIMS is a mission-critical inmate identification, inmate financials, inmate property, inmate housing, and inmate location tracking system application customized by Syscon to meet the specific needs of the County's jail environment. The Department operates JIMS to manage an average daily population of approximately 18,000 inmates.

The commercial off-the-shelf software and customized modules that provide the core functionality for JIMS are proprietary to Syscon. Syscon does not authorize, license, or otherwise certify any third party to maintain, support, and/or modify its proprietary software.

Approval of the recommended actions will allow Syscon to continue to provide uninterrupted maintenance and support of JIMS.

At the direction of the Chief Information Officer (CIO), the Department will hire a consultant to perform a custody operations Business Process Review (BPR). The BPR will review current business processes, propose target state processes, technology assessment, and product recommendation. The outcome of the BPR is a prerequisite to the planned modernization of the Department's Custody Division's information technology landscape, which would include the consolidation and replacement of JIMS, Automated Justice Information System (AJIS), and several other ancillary disparate systems.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County's Strategic Plan, Strategy III.2 - Embrace Digital Government for the Benefit of Our Internal

Customers and Communities by supporting the technologies that enable the Department to accurately and effectively track and process inmates through the County's jails.

FISCAL IMPACT/FINANCING

The proposed Amendment increases the Maximum Contract Sum by \$1,827,895 for a total of \$8,413,935.

The Department has identified sufficient funding within the Inmate Welfare Fund for the duration of the Amendment and all exercised term extensions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 2, 2003, the Board approved the Agreement between the County and Syscon (predecessor to Syscon Canada) as a Sole Source Agreement. The Department advised the Board of the development of a three-phased implementation plan for JIMS to enhance and integrate various legacy stand-alone systems of the Department's Custody Division. The Agreement, as originally approved by the Board, provided for the implementation of Phase 1 of JIMS. The County accepted all modules included in Phase 1 of JIMS on May 23, 2008, except for the modules the parties agreed would be moved to later phases. Phase 1 of this project was successfully implemented.

On February 3, 2009, the Board approved Amendment Number One to the Agreement, which memorialized the internal reorganization of Syscon into Syscon Canada. Amendment Number One extended the term of the Agreement to provide continued maintenance and support (Services) for JIMS and to increase the Maximum Contract Sum accordingly. The Department also advised the Board that Phase 2 and Phase 3 would be consolidated into a single Phase 2 with multiple implementation stages.

On August 18, 2009, the Board approved Amendment Number Two to the Agreement, which moved the implementation of certain work from Phase 1 of JIMS to later implementation stages of Phase 2, and extended the term of the Agreement which included three one-year extension options, and allowed the Department to acquire additional software and Services for Phase 2 of JIMS.

The Sheriff, having delegated authority from the Board, executed Amendment Numbers Three, Four, and Five to the Agreement to exercise the one-year extension options, which allowed for the completion of the implementation of Phase 2 and for continued provision of Services relating to JIMS, and made changes to certain exhibits and schedules to the Agreement. Amendment Numbers Four and Five each increased the

Maximum Contract Sum by \$287,599 and \$198,456 for a total Maximum Contract Sum of \$6,086,040.

On August 5, 2014, the Board approved Amendment Number Six to the Agreement to extend the term of the Agreement from August 18, 2014, to August 17, 2016, which allowed for continued provision of Services relating to JIMS, restructured the phased implementation plan, made changes to certain exhibits and schedules to the Agreement, and delegated authority to the Sheriff to exercise up to three additional one-year extension options. The Maximum Contract Sum did not increase.

The Sheriff, having delegated authority from the Board, executed Amendment Numbers Seven and Eight to the Agreement to exercise the first and second one-year extension options, which allowed for continued provision of Services relating to JIMS and made changes to certain exhibits and schedules to the Agreement.

On August 8, 2017, the Board approved Amendment Number Nine to the Agreement to increase Agreement Pool Dollars by \$500,000 to pay for Syscon's professional services to perform critical migration of the existing JIMS modules.

On July 31, 2018, the Sheriff executed Amendment Number Ten to the Agreement to exercise the third one-year extension option added under Amendment Number Six, which allowed for continued provision of Services relating to JIMS and memorialized the acquisition of Syscon Canada and Syscon by Constellation Software Inc.

The Chief Information Officer (CIO) recommends approval of Amendment Eleven. The CIO determined because this requested action funds additional consulting services and does not include any technology related changes, no formal CIO Analysis is required.

CONTRACTING PROCESS

During Fiscal Year 2001-02, the Department solicited for commercial off-the-shelf software solution(s) through the Internal Services Department (ISD) to update the Department's inmate management system. The Department and ISD then conducted a detailed evaluation of five vendors that responded regarding their products and associated costs. Syscon offered the lowest cost product with the best functional and technical fit of all the jail management software vendors that responded, and was the only vendor that offered a complete web-based product. Syscon was subsequently selected as the highest rated vendor.

On December 2, 2003, the County entered into Sole Source Agreement Number 74666 with Syscon to provide additional modules to the core product, as well as continued maintenance of the solution.

The Honorable Board of Supervisors
August 6, 2019
Page 5

The proposed Amendment adds to the Agreement certain County-required provisions, including Default Method of Payment, Direct Deposit, Electronic Funds Transfer, and Compliance with the County Policy of Equity.

County Counsel has reviewed and approved the Amendment as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure the continued operation of JIMS and enable the Department's Custody Division to perform its legally mandated responsibilities efficiently, accurately, and securely.

CONCLUSION

Upon approval by the Board, please return two adopted copies of this Board letter and two original executed copies of the Amendment to the Department's Contracts Unit.

Sincerely,

Reviewed by:

ALEX VILLANUEVA, SHERIFF



TIMOTHY K. MURAKAMI
UNDERSHERIFF



WILLIAM S. KEHOE
CHIEF INFORMATION OFFICER

**AMENDMENT NUMBER ELEVEN
TO
AGREEMENT No. 74666
FOR A JAIL INFORMATION MANAGEMENT SYSTEM (JIMS)**

This Amendment Number Eleven (hereinafter "Amendment No. 11") is effective as of August 18, 2019 (as further defined below, "Amendment No. 11 Effective Date"), and is entered into by and between the County of Los Angeles (hereinafter "County") and N. Harris Computer Corporation (successor to Syscon Justice Systems Canada Ltd. (formerly Syscon Justice Systems Ltd.)), a corporation organized under the laws of Ontario, Canada ("Harris"), and Syscon Justice Systems, Inc., a corporation organized under the laws of the State of California ("Syscon US") (jointly and severally with Harris, hereinafter "Contractor"), based on the following recitals:

WHEREAS, County and Contractor entered into that certain Agreement No. 74666, dated as of December 2, 2003 (together with all Exhibits, Schedules and Attachments thereto, all as amended from time to time, including without limitation by Amendments Number One through Number Ten, all of which are incorporated herein by reference, (hereinafter "Agreement"), for a Jail Information Management System (hereinafter "JIMS") for the benefit of County and, more specifically, the Los Angeles County Sheriff's Department (hereinafter the "Department"); and

WHEREAS, Contractor has modified, customized, developed interfaces, and provided other services with respect to certain System Software (as defined in the Agreement), in each case, pursuant to the terms and conditions of the Agreement; and

WHEREAS, pursuant to Paragraph 41 (Assignment by Contractor) of the Agreement, in the event any sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County; and

WHEREAS, Syscon Justice Systems Canada Ltd. and Harris, both wholly-owned subsidiaries of Constellation Software Inc., a corporation organized under the laws of Ontario, Canada, amalgamated on January 4, 2019, with Harris being the surviving entity of such amalgamation; and

WHEREAS, Contractor desires to continue to perform the required services pursuant to the Agreement; and

WHEREAS, County has reviewed and considered the information provided by Contractor and has confirmed that Contractor can continue to effectively provide the services and continue all the contractual duties as set forth in the Agreement; and

WHEREAS, County consents to the disposition and assignment of the Agreement to Contractor; and

*County of Los Angeles
Sheriff's Department
Syscon Justice Systems*

*Amendment No. 11 to
JIMS Agreement*

WHEREAS, pursuant to this Amendment No. 11, County and Contractor further desire to amend the Agreement to extend the Term beyond the current expiration date of August 17, 2019, to continue Maintenance Services (as defined in the Agreement) with respect to the System Software, as further described in, and pursuant to the terms and conditions of, this Amendment No. 11; and

WHEREAS, County and Contractor additionally desire to make further modifications to the Agreement pursuant to Paragraph 7 (Change Orders and Amendments) and as further described in, and pursuant to the terms and conditions of, this Amendment No. 11.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 11, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree as follows:

1. Definitions; Paragraph References. Capitalized terms used herein without definition (including, without limitation, in the recitals hereto) have the meanings given to such terms in the Agreement, as amended by this Amendment No. 11. Unless otherwise noted, Paragraph references in this Amendment No. 11 shall refer to the body of the Agreement.
2. Amendments to the Body of the Agreement. As of the Amendment No. 11 Effective Date, the body of the Agreement is amended as follows:
 - 2.1 Paragraph 2 (Definitions). Amend Paragraph 2 (Definitions) to add or revise certain defined terms in the proper alphabetical and numerical order as follows:

"Amendment No. 11" means that certain Amendment Number Eleven to this Agreement, dated as of Amendment No. 11 Effective Date, between County and Contractor.

"Amendment No. 11 Effective Date" means August 18, 2019, the date on which Amendment No. 11 became effective in accordance with its terms.

- 2.2 Paragraph 4.2 (County Project Manager). Delete Paragraph 4.2.1 in its entirety and replace as follows:

4.2.1 County Project Manager for this Agreement shall be the following person:

Mohamed Sufi-Ismael
Los Angeles County Sheriff's Department
12440 East Imperial Highway, Suite 400 East
Norwalk, California 90650
Facsimile: (323) 415-1515

2.3 Paragraph 8 (Term). Delete Paragraph 8 (Term) in its entirety and replace as follows:

8. TERM.

8.1 The term of this Agreement shall commence upon the Effective Date and shall continue for three (3) years following the Amendment No. 11 Effective Date, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). The County has the option, at the Sheriff's election and pursuant to an amendment under Paragraph 7.1.4, to extend the term of this Agreement for up to three (3) additional one-year periods (each an "Option Term") one (1) year at a time, provided that if County elects not to exercise any of its Term extension options at the end of the Initial Term or any Option Term, as applicable, the remaining Term extension options shall lapse. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Contractor shall notify County Project Manager and County Project Director when the Initial Term, or when each Option Term, as the case may be, is within six (6) months from the expiration of the Initial Term, or such Option Term, as the case may be, as provided for in this Paragraph 8.

8.2 County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an Option Term extension of the Agreement.

2.4 Paragraph 9.2 (Maximum Contract Sum). Delete Paragraph 9.2 (Maximum Contract Sum) in its entirety and replace as follows:

9.2 Maximum Contract Sum. The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for supplying the System Software and all Work and Pool Dollars under this Agreement for the Term. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication exceed \$8,413,934.60 and shall be allocated as set forth in Exhibit C (Price and Schedule of Payments) which allocation shall include an itemization of the amount to be paid for, without duplication: (a) Customizations, (b) Interfaces, (c) System Software implementation, (d) Time and Materials Work, (e) Maintenance Services, (f) applicable Taxes, if any, and (g) permissible Out-of-Pocket Expenses. Exhibit C (Price and Schedule of Payments) further shall include an itemization of Pool Dollars and applicable per diem and Hourly Labor Rates. Contractor shall perform and complete all Work required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement but in any event, not in excess of the Maximum Contract Sum. Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price, including for time and materials Work, that is an agreed upon assessment of the amount to be paid by County to Contractor in exchange for Contractor delivering to

County, and County accepting, within the required delivery schedule the System Software. Contractor further acknowledges that the Specifications set forth in the Statement of Work are functional Specifications and that it is Contractor's risk responsibility to design, achieve and timely delivery the System Software. Notwithstanding any provision of this Agreement to the contrary, Contractor is not obligated to perform Work under Change Orders if Pool Dollars are not available to pay for such Work.

- 2.5 Paragraph 11.9 (Default Method of Payment: Direct Deposit or Electronic Funds Transfer). Add Paragraph 11.9 (Default Method of Payment: Direct Deposit or Electronic Funds Transfer) as follows:

11.9 Default Method of Payment: Direct Deposit or Electronic Funds Transfer.

11.9.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an Agreement with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

11.9.2 Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

11.9.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

11.9.4 At any time during the duration of the Agreement, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the Department, shall decide whether to approve exemption requests.

3. Amendments to Exhibits, Attachments and Schedules. As of the Amendment No. 11 Effective Date, the Exhibits, Attachments and Schedules to the Agreement are amended or added as follows:

- 3.1 Exhibit A (Additional Terms and Conditions). Amend Exhibit A (Additional Terms and Conditions) to the Agreement to add the following Paragraph:

65. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

- 3.2 Exhibit C (Price and Schedule of Payments). Delete Attachment C-2 (Phase 2/Stage 1 Price and Schedule of Payments) to Exhibit C (Price and Schedule of Payments) to the Agreement in its entirety and replace it with revised Attachment C-2 (Phase 2/Stage 1 Price and Schedule of Payments), attached hereto and made a part hereof.
- 3.3 Exhibit F (Maintenance and Support). Delete Schedule II (Maintenance Fees Schedule) to Exhibit F (Maintenance and Support) to the Agreement in its entirety and replace it with revised Schedule II (Maintenance Fees Schedule), attached hereto and made a part hereof.
4. Effectiveness of Amendment No. 11. This Amendment No. 11 shall become effective as of the date first set forth above (such date, the "Amendment No. 11 Effective Date"), which is the date on which all of the following have occurred:
 - 4.1 The County Project Director shall have received an original counterpart to this Amendment No. 11, duly executed by authorized officers of Contractor; and
 - 4.2 County Counsel or such person's designee shall have indicated on the signature page to this Amendment No. 11 that County Counsel has approved this Amendment No. 11 as to form; and
 - 4.3 The Chief Information Office has reviewed and recommends approval of this Amendment No. 11; and
 - 4.4 County's Board of Supervisors shall have approved this Amendment No. 11.
5. No Other Amendments; Effect on Agreement. Except as expressly provided in this Amendment No. 11, all other provisions, and conditions of the Agreement shall remain the same and in full force and effect. As of the Amendment No. 11 Effective Date, all references in the Agreement to "this Agreement", "herein", "hereof", and words of similar import shall mean and shall be references to this Agreement, as amended by Amendment No. 11.
6. Authority. Contractor and the persons executing this Amendment No. 11 on behalf of Contractor hereby represent and warrant that the person executing this Amendment No. 11 for Contractor is

an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

7. Governing Law. This Amendment No. 11 shall be governed by and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within the State.

* * *

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment No. 11 to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has caused this Amendment No. 11 to be executed on its behalf by its duly authorized officer, effective as of the Amendment No. 11 Effective Date.

ATTEST:
CELIA ZAVALA
Executive Officer
Los Angeles County
Board of Supervisors



COUNTY OF LOS ANGELES

By: Maria Oleson
Deputy

By: Janice Hahn
Chair, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

CELIA ZAVALA
Executive Officer
Clerk of the Board of Supervisors

By: Maria Oleson
Deputy AUG 05 2019

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

43

AUG 06 2019

Celia Zavala
CELIA ZAVALA
EXECUTIVE OFFICER

N. HARRIS COMPUTER CORPORATION,
jointly and severally as Contractor

By: [Signature]
Name: KERRY LYNN
Title: EVP

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

SYSCON JUSTICE SYSTEMS, INC.,
jointly and severally as Contractor

By: Cammy C. DuPont
Cammy C. DuPont
Principal Deputy County Counsel

By: [Signature]
Name: KERRY LYNN
Title: EVP

74666 Supplement No. 5

Exhibit C Attachment C-2 (Phase 2 Stage 1 Price and Schedule of Payments)
[Restated Under Amendment Number Eleven]

Task	Deliverables (Pay Points Only)	Time & Materials (T&M) Work	Payable Amount for Work (excluding Out of Pocket (OOP) Amount and Holdback)	Invoice Holdback (15% for Phase 2 Stage 1)	Budgeted Fixed Price OOP Expense Amount	Total for Deliverable (Including OOP Amount and Holdback)	Notes
PHASE 2 STAGE 1 DELIVERABLES							
10.0 Phase 2 Project Planning and Project Management							
	10.1 Project Control Document						
	10.2 Project Status Reports (18 Monthly Invoices) until Amendment No. 3 Effective Date		\$393,822.22	\$66,825.00	\$34,727.78	\$495,375.00	Based upon fixed fee per month for 18 months plus total of 95 days OOP for on-site travel.
	10.3 Project Status Reports - Amendment No. 3 Effective Date through System Final Acceptance of Phase2/Stage1 (maximum of 12 Monthly Invoices)		\$126,225.00	\$22,275.00	\$16,625.00	\$165,125.00	Based upon a fixed fee per month, including OOP, for up to 12 months
	Total For Task		\$520,047.22	\$89,100.00	\$51,352.78	\$660,500.00	
11.0 Title 15 Application Software Module							
	11.1 Requirements Confirmation Report		\$2,868.75	\$506.25	\$1,575.00	\$4,950.00	
	11.2 Design Specifications and Prototype for the Title 15 Application Software Module		\$96,581.25	\$17,043.75	\$3,150.00	\$116,775.00	Approx. 35% of the fixed price for this module (excl. deliverables 11.4, 11.5, and 11.6 and OOP exp).
	11.3 Constructed and Tested Title 15 Application Software Module		\$70,069.50	\$17,887.50	\$0.00	\$87,957.00	Approx. 35% of the fixed price for this module (excl. deliverables 11.4, 11.5, and 11.6 and OOP exp). Credit by Change Order #003 for \$31,293 Applied
	11.4 Successful User Acceptance Testing (UAT) of Title 15 Application Software Module	T&M	\$10,518.75	\$1,856.25	\$2,100.00	\$14,475.00	T&M for 36 days of UAT support.
	DELETED UNDER AMENDMENT NUMBER SIX						
	11.5 Trained COUNTY Users in Title 15 Application Software Module	T&M					Deleted - No Invoices
	11.6 Module Go-Live for Title 15 Application Software Module	T&M	\$33,468.75	\$5,906.25	\$12,075.00	\$51,450.00	T&M for 59 days implementation support.
	DELETED UNDER AMENDMENT NUMBER SIX						
	11.7 Module Acceptance for Title 15 Application Software Module						Approx. 30% of the fixed price for this module (excl. deliverables 11.4, 11.5, and 11.6 and OOP exp). Deleted by Change Order #033
	Total For Task		\$213,507.00	\$43,200.00	\$18,900.00	\$275,607.00	
12.0 Pay-for-Stay Interface - DELETED UNDER AMENDMENT NUMBER THREE							
	12.1 Requirements Confirmation Report for Pay-for-Stay Software Module						
	12.2 Design Specifications and Prototype for Pay-for-Stay Software Module						Approx. 35% of the fixed price for this module (excl. deliverables 12.4, 12.5, and 12.6 and OOP exp).
	12.3 Constructed and Tested Pay-for-Stay Software Module						Approx. 35% of the fixed price for this module (excl. deliverables 12.4, 12.5, and 12.6 and OOP exp).
	12.4 Successful UAT of Classification Application Software Module	T&M					T&M for 3 days of UAT support with another delivery.

Exhibit C Attachment C-2 (Phase 2 Stage 1 Price and Schedule of Payments)
[Restated Under Amendment Number Eleven]

Task	Deliverables (Pay Points Only)	Time & Materials (T&M) Work	Payable Amount for Work (excluding Out of Pocket (OOP) Amount and Holdback)	Invoice Holdback (15% for Phase 2 Stage 1)	Budgeted Fixed Price OOP Expense Amount	Total for Deliverable (Including OOP Amount and Holdback)	Notes
	12.5 Trained COUNTY Users in Pay-for-Slay Software Module	T&M					T&M for 12 days training support.
	12.6 Module Go-Live for Pay-for-Slay Software Module	T&M					T&M for 2 days implementation support.
	12.7 Module Acceptance for Pay-for-Slay Software Module						Approx. 30% of the fixed price for this module (excl. deliverables 12.4, 12.5, and 12.6 and OOP exp).
	Total For Task						
13.0 Fit-Gap Analysis For Consolidated Booking Application Software Module							
	13.1 Preliminary Fit-Gap Analysis Report for the Consolidated Booking Application Software Module		\$43,987.50	\$7,762.50	\$10,500.00	\$62,250.00	App 50% of the total cost for this deliverable.
	13.2 Final Fit-Gap Analysis Report for Consolidated Booking Application Software Module		\$43,987.50	\$7,762.50	\$7,875.00	\$59,625.00	App 50% of the total cost for this deliverable.
	Total For Task		\$87,975.00	\$15,525.00	\$18,375.00	\$121,875.00	
14.0 Fit-Gap Analysis For Legal Cases and Documents Application Software Module							
	14.1 Preliminary Fit-Gap Analysis Report for the Legal Cases and Documents Application Software Module		\$45,900.00	\$8,100.00	\$18,900.00	\$72,900.00	App 50% of the total cost for this deliverable.
	14.2 Final Fit-Gap Analysis Report for Legal Cases and Documents Application Software Module		\$37,800.00	\$8,100.00	\$15,750.00	\$61,650.00	App 50% of the total cost for this deliverable.
	Total For Task		\$83,700.00	\$16,200.00	\$34,650.00	\$134,550.00	Actual cost
15.0 Visits Management Application Software Module							
	15.1 Requirements Confirmation Report		\$18,798.76	\$3,326.24	\$0.00	\$22,125.00	Approx. 10% of the fixed price for this module (excl. deliverables 15.4, 15.5 and 15.6 and OOP exp).
	DELETED UNDER AMENDMENT NUMBER SIX						
	15.2 Design Specifications and Prototype for the Visits Management Application Software Module						Approx. 30% of the fixed price for this module (excl. deliverables 15.4, 15.5 and 15.6 and OOP exp).
	DELETED UNDER AMENDMENT NUMBER SIX						
	15.3 Constructed and Tested Visits Management Application Software Module						Approx. 35% of the fixed price for this module (excl. deliverables 15.4, 15.5 and 15.6 and OOP exp).
	DELETED UNDER AMENDMENT NUMBER SIX						
	15.4 Successful UAT of Visits Management Application Software Module	T&M					T&M for 10 days of UAT support.
	DELETED UNDER AMENDMENT NUMBER SIX						
	15.5 Trained COUNTY Users in Visits Management Application Software Module	T&M					T&M for 17 days training support.
	DELETED UNDER AMENDMENT NUMBER SIX						
	15.6 Module Go-Live for Visits Management Application Software Module	T&M					T&M for 15 days implementation support.
	DELETED UNDER AMENDMENT NUMBER SIX						
	15.7 Module Acceptance for Visits Management Application Software Module						Software licensing costs for this module plus 9.25% sales tax.

Exhibit C Attachment C-2 (Phase 2 Stage 1 Price and Schedule of Payments)
[Restated Under Amendment Number Eleven]

Task	Deliverables (Pay Points Only)	Time & Materials (T&M) Work	Payable Amount for Work (excluding Out of Pocket (OOP) Amount and Holdback)	Invoice Holdback (15% for Phase 2 Stage 1)	Budgeted Fixed Price OOP Expense Amount	Total for Deliverable (Including OOP Amount and Holdback)	Notes
	PARTIALLY ACCEPTED UNDER AMENDMENT NUMBER SIX 15.7 Module Acceptance for Visits Management Application Software Module			\$4,387.50	\$0.00	\$4,387.50	Approx. 25% of the fixed price for this module (excl. deliverables 15.4, 15.5 and 15.6 and OOP exp).
	Total For Task		\$18,798.76	\$7,713.74	\$0.00	\$26,512.50	
16.0 JIMS Upgrade to Oracle 10g							
	16.1 Oracle 10g Migration Plan		\$28,687.50	\$5,062.50	\$5,250.00	\$39,000.00	Approx. 15% of the fixed price for this module (excl. deliverables 16.5, 16.6, and 16.7 and OOP exp).
	16.2 Migrated JIMS Phase 1 Database to Oracle 10g on HP-UX Operating System		\$19,125.00	\$3,375.00	\$0.00	\$22,500.00	Approx. 10% of the fixed price for this module (excl. deliverables 16.5, 16.6, and 16.7 and OOP exp).
	16.3 Migrated JIMS Phase 1 Application Software Modules with Customizations to Oracle 10g		\$20,081.25	\$3,543.75	\$0.00	\$23,625.00	Approx. 10% of the fixed price for this module (excl. deliverables 16.5, 16.6, and 16.7 and OOP exp).
	16.4 System Tested Oracle 10g Version of JIMS Phase 1 Application Software Modules		\$70,762.50	\$12,487.50	\$0.00	\$83,250.00	Approx. 35% of the fixed price for this module (excl. deliverables 16.5, 16.6, and 16.7 and OOP exp).
	16.5 Successful UAT of the Oracle 10g Version of JIMS Phase 1 Application Software Modules	T&M	\$29,643.75	\$5,231.25	\$8,925.00	\$43,800.00	T&M for 74 days of UAT support.
	16.6 Trained COUNTY/Trainers in Oracle 10g Version of JIMS Phase 1 Application Software Modules	T&M	\$4,443.75	\$506.25	\$0.00	\$4,950.00	T&M for 20 days training support.
	16.7 Module Go-Live for the Oracle 10g Version of JIMS Phase 1 Application Software Modules	T&M	\$32,512.50	\$5,737.50	\$13,125.00	\$51,375.00	T&M for 100 days implementation support.
	16.8 Module Acceptance for Oracle 10g Version of JIMS Phase 1 Application Software Modules		\$57,375.00	\$10,125.00	\$0.00	\$67,500.00	Approx. 30% of the fixed price for this module (excl. deliverables 16.5, 16.6, and 16.7 and OOP exp).
	Total For Task		\$262,631.25	\$46,068.75	\$27,300.00	\$336,000.00	
17.0 Interface Upgrades and TCIS (Trial Courts Information System) Interface Development							
	17.1 Define Requirements to Migrate JIMS Phase 1 Interface to Oracle 10g		\$4,781.25	\$843.75	\$1,575.00	\$7,200.00	App 5% of the Interface Upgrades for this module (excl of 17.5 and 17.6 and OOP exp.)
	17.2 Design the Migration of JIMS Phase 1 Interface to Oracle 10g		\$25,818.75	\$4,556.25	\$1,575.00	\$31,950.00	App 20% of the Interface Upgrades for this module (excl of 17.5 and 17.6 and OOP exp.)
	17.3 Construct and Test the Migration of JIMS Phase 1 Interface to Oracle 10g		\$67,893.75	\$11,981.25	\$0.00	\$79,875.00	App 50% of the Interface Upgrades for this module (excl of 17.5 and 17.6 and OOP exp.)
	17.4 Install and Test Version 5 of xTAG		\$8,606.25	\$1,518.75	\$1,050.00	\$11,175.00	App 7% of the Interface Upgrades for this module (excl of 17.5 and 17.6 and OOP exp.)
	17.5 Provide T&M Support to COUNTY in Conduct of UAT of Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG	T&M	\$4,781.25	\$843.75	\$1,050.00	\$6,675.00	T&M for 10 days of UAT support.
	17.6 Provide T&M Implementation Support to COUNTY for Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG	T&M	\$6,693.75	\$1,181.25	\$2,625.00	\$10,500.00	T&M for 10 days of implementation support.

Exhibit C Attachment C-2 (Phase 2 Stage 1 Price and Schedule of Payments)
[Restated Under Amendment Number Eleven]

Task	Deliverables (Pay Points Only)	Time & Materials (T&M) Work	Payable Amount for Work (excluding Out of Pocket (OOP) Amount and Holdback)	Invoice Holdback (15% for Phase 2 Stage 1)	Budgeted Fixed Price OOP Expense Amount	Total for Deliverable (Including OOP Amount and Holdback)	Notes
	17.7 Maintain Production Use of Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG for 30 Days with No Severity 1 or 2 Problems		\$7,650.00	\$1,350.00	\$0.00	\$9,000.00	App 10% of the Interface Upgrades for this module (excl of 17.5 and 17.6 and OOP exp.)
	DELETED UNDER AMENDMENT NUMBER SIX 17.8 Define Requirements to Develop TCIS Interface in Support of Legal Documents Module						App 20% of the TCIS Interface for this module (excl of 17.11 and 17.12 and OOP exp.)
	DELETED UNDER AMENDMENT NUMBER SIX 17.9 Design the TCIS Interface in Support of Legal Documents Module						App 20% of the TCIS Interface for this module (excl of 17.11 and 17.12 and OOP exp.)
	DELETED UNDER AMENDMENT NUMBER SIX 17.10 Construct and Test the TCIS Interface in Support of Legal Documents Module						App 50% of the TCIS Interface for this module (excl of 17.11 and 17.12 and OOP exp.)
	DELETED UNDER AMENDMENT NUMBER SIX 17.11 Provide T&M Support to COUNTY in Conduct of UAT of TCIS Interface in Support of Legal Documents Module	T&M					T&M for 10 days of UAT support.
	DELETED UNDER AMENDMENT NUMBER SIX 17.12 Provide T&M Implementation Support to COUNTY for TCIS Interface in Support of Legal Documents Module	T&M					T&M for 10 days of implementation support.
	DELETED UNDER AMENDMENT NUMBER SIX 17.13 Maintain Production Use of TCIS Interface in Support of Legal Documents Module for 30 Days with No Severity 1 or 2 Problems						App 10% of the TCIS Interface for this module (excl of 17.11 and 17.12 and OOP exp.)
	Total For Task		\$126,225.00	\$22,275.00	\$7,875.00	\$156,375.00	

18.0 Phase 1 Application Software Enhancements

	18.1 Confirm Requirements for Property and Case Jacket Application Software Enhancements		\$9,562.50	\$1,687.50	\$3,675.00	\$14,925.00	Approx. 10% of the fixed price for this module (excl. deliverables 18.7, 18.9, and 18.11 and OOP exp.)
	18.2 Confirm Requirements for Trust Accounting Application Software Enhancements		\$8,606.25	\$1,518.75	\$4,725.00	\$14,850.00	Approx. 10% of the fixed price for this module (excl. deliverables 18.8, 18.10, and 18.12 and OOP exp.)
	18.3 Design the Property and Case Jacket Application Software Enhancements		\$28,687.50	\$5,062.50	\$7,875.00	\$41,625.00	Approx. 30% of the fixed price for this module (excl. deliverables 18.7, 18.9, and 18.11 and OOP exp.)
	18.4 Design the Trust Accounting Application Software Enhancements		\$24,862.50	\$4,387.50	\$5,250.00	\$34,500.00	Approx. 30% of the fixed price for this module (excl. deliverables 18.8, 18.10, and 18.12 and OOP exp.)
	18.5 Construct and test Property and Case Jacket Application Software Enhancements		\$34,425.00	\$6,075.00	\$0.00	\$40,500.00	Approx. 35% of the fixed price for this module (excl. deliverables 18.7, 18.9, and 18.11 and OOP exp.)
	18.6 Construct and test Trust Accounting Application Software Enhancements		\$28,687.50	\$5,062.50	\$0.00	\$33,750.00	Approx. 35% of the fixed price for this module (excl. deliverables 18.8, 18.10, and 18.12 and OOP exp.)

Exhibit C Attachment C-2 (Phase 2 Stage 1 Price and Schedule of Payments)
[Restated Under Amendment Number Eleven]

Task	Deliverables (Pay Points Only)	Time & Materials (T&M) Work	Payable Amount for Work (excluding Out of Pocket (OOP) Amount and Holdback)	Invoice Holdback (15% for Phase 2 Stage 1)	Budgeted Fixed Price OOP Expense Amount	Total for Deliverable (Including OOP Amount and Holdback)	Notes
	DELETED UNDER AMENDMENT NUMBER SIX 18.7 Provide support to County to conduct of UAT of Property and Case Jacket Application Software Enhancements	T&M					T&M for 2 days of UAT support.
	DELETED UNDER AMENDMENT NUMBER SIX 18.8 Provide support to County in conduct of UAT of Trust Accounting Application Software Enhancements	T&M					T&M for 3 days of UAT support.
	DELETED UNDER AMENDMENT NUMBER SIX 18.9 Train County trainers in Property and Case Jacket Application Software Enhancements	T&M					T&M for 2 days training support.
	DELETED UNDER AMENDMENT NUMBER SIX 18.10 Train County trainers in Trust Accounting Application Software Enhancements	T&M					T&M for 3 days training support.
	DELETED UNDER AMENDMENT NUMBER SIX 18.11 Module Go-Live Support for Property and Case Jacket Application Software Enhancements	T&M					T&M for 14 days implementation support.
	DELETED UNDER AMENDMENT NUMBER SIX 18.12 Module Go-Live Support for Trust Accounting Application Software Enhancements	T&M					T&M for 26 days implementation support.
	18.13 Module Acceptance for Property and Case Jacket Application Software Enhancements		\$25,818.75	\$4,556.25	\$0.00	\$30,375.00	Approx. 25% of the fixed price for this module (excl. deliverables 18.7, 18.9, and 18.11 and OOP exp).
	18.14 Module Acceptance for Trust Accounting Application Software Enhancements		\$20,081.25	\$3,543.75	\$0.00	\$23,625.00	Approx. 25% of the fixed price for this module (excl. deliverables 18.8, 18.10, and 18.12 and OOP exp).
	Total For Task		\$180,731.25	\$31,893.75	\$21,525.00	\$234,150.00	

19.0 Case Management Software Application Management Module

	19.1 Requirements Confirmation Report		\$11,475.00	\$2,025.00	\$4,200.00	\$17,700.00	Approx. 10% of the fixed price for this module (excl. deliverables 19.4, 19.5 and 19.6 and OOP exp).
	19.2 Design Specifications and Prototype for the Case Management Application Software Module		\$34,425.00	\$6,075.00	\$1,575.00	\$42,075.00	Approx. 30% of the fixed price for this module (excl. deliverables 19.4, 19.5 and 19.6 and OOP exp).
	19.3 Constructed and Tested Case Management Application Software Module		\$42,075.00	\$7,425.00	\$1,575.00	\$51,075.00	Approx. 35% of the fixed price for this module (excl. deliverables 19.4, 19.5 and 19.6 and OOP exp).
	19.4 Successful UAT of Case Management Application Software Module	T&M	\$9,562.50	\$1,687.50	\$2,100.00	\$13,350.00	
	19.5 Trained COUNTY Users in Case Management Application Software Module	T&M	\$14,343.75	\$2,531.25	\$2,625.00	\$19,500.00	
	DELETED UNDER AMENDMENT NUMBER SIX 19.6 Module Go-Live for Case Management Application Software Module						
	19.7 Module Acceptance for Case Management Application Software Module	T&M	\$34,823.65	\$6,145.35	\$0.00	\$40,969.00	Software licensing costs for this module plus 9.25% sales tax.

Exhibit C Attachment C-2 (Phase 2 Stage 1 Price and Schedule of Payments)
[Restated Under Amendment Number Eleven]

Task	Deliverables (Pay Points Only)	Time & Materials (T&M) Work	Payable Amount for Work (excluding Out of Pocket (OOP) Amount and Holdback)	Invoice Holdback (15% for Phase 2 Stage 1)	Budgeted Fixed Price OOP Expense Amount	Total for Deliverable (Including OOP Amount and Holdback)	Notes
	19.7 Module Acceptance for Case Management Application Software Module		\$31,556.25	\$5,566.75	\$0.00	\$37,125.00	Approx. 25% of the fixed price for this module (excl. deliverables 19.4, 19.5 and 19.6 and OOP exp).
	Total For Task		\$178,261.15	\$31,457.85	\$12,075.00	\$221,794.00	
20.0 System Final Acceptance							
	Total All-in to Phase 2 Stage 1 Final Acceptance		\$1,671,876.63	\$303,434.09	\$192,052.78	\$2,167,363.50	
	Pool Dollars - Phase 2 Stage 1 Total					\$352,305.50	Reduced by \$457,587 from Amendment Number 9 balance
	Aggregate Maintenance Fees - Year 1					\$159,118.08	Paid under Amendment Number Two
	Aggregate Maintenance Fees - Year 2					\$159,118.08	Paid under Amendment Number Two
	Aggregate Maintenance Fees - Option Year 1					\$177,788.86	Paid under Amendment Number Three
	Aggregate Maintenance Fees - Option Year 2					\$189,005.05	Paid under Amendment Number Four
	Aggregate Maintenance Fees - Option Year 3					\$198,457.73	Paid under Amendment Number Five
	Amendment Six Maintenance Fees - Year 1					\$208,381.00	Paid under Amendment Number Six
	Amendment Six Maintenance Fees - Year 2					\$218,800.00	Paid under Amendment Number Six
	Amendment Six Maintenance Fees - Option Year 1					\$229,740.00	Paid under Amendment Number Seven
	Amendment Six Maintenance Fees - Option Year 2					\$241,227.00	Paid under Amendment Number Eight
	Syscon Change Request No. 14-0021					\$365,023.00	Oracle 12c Recompile
	Syscon Change Request No. 16-0271					\$92,564.00	Restitution Interface
	Amendment Six Maintenance Fees - Option Year 3					\$253,288.00	Paid under Amendment Number Ten
	Amendment Eleven Maintenance Fees - Year 1					\$265,952.40	
	Amendment Eleven Maintenance Fees - Year 2					\$279,250.02	
	Amendment Eleven Maintenance Fees - Year 3					\$293,212.52	
	Amendment Eleven Maintenance Fees - Option Year 1					\$310,805.27	
	Amendment Eleven Maintenance Fees - Option Year 2					\$329,453.59	
	Amendment Eleven Maintenance Fees - Option Year 3					\$349,220.80	
	Maximum Phase 2 Stage 1 Contract Sum					\$6,840,074.40	

Exhibit C Attachment C-2 (Phase 2 Stage 1 Price and Schedule of Payments)
[Restated Under Amendment Number Eleven]

Task	Deliverables (Pay Points Only)	Time & Materials (T&M) Work	Payable Amount for Work (excluding Out of Pocket (OOP) Amount and Holdback)	Invoice Holdback (15% for Phase 2 Stage 1)	Budgeted Fixed Price OOP Expense Amount	Total for Deliverable (Including OOP Amount and Holdback)	Notes
------	--------------------------------	-----------------------------	---	--	---	---	-------

Phase 2 Stage 1 Amendment Nine Labor Rates:
 Hourly Labor Rate: \$153/hour
 Daily Labor Rate: \$1,147/day (8 hour day)

III. SYSTEM SOFTWARE MAINTENANCE FEE SCHEDULE

Schedule II. Maintenance Fees Schedule (Restated under Amendment Number Eleven)

Item #	System Software Module	Year 1 Start: 08/18/2019 End: 08/17/2020	Year 2 Start: 08/18/2020 End: 08/17/2021	Year 3 Start: 08/18/2021 End: 08/17/2022	Option Year 1 Start: 08/18/2022 End: 08/17/2023	Option Year 2 Start: 08/18/2023 End: 08/17/2024	Option Year 3 Start: 08/18/2024 End: 08/17/2025
1	Trust Accounting	47,722.50	50,108.61	52,614.04	55,770.90	59,117.15	62,664.19
2	Property Tracking	46,360.65	48,678.68	51,112.62	54,179.37	57,430.14	60,875.94
3	Medical Co-Pay	20,034.00	21,035.70	22,087.49	23,412.73	24,817.50	26,306.55
4	Case Jacket Tracking	32,266.50	33,879.83	35,573.82	37,708.25	39,970.74	42,368.98
5	XML Interface (xTAG)	16,419.90	17,240.90	18,102.94	19,189.12	20,340.46	21,560.89
6	Inmate Information Module: Kernel (includes Housing/Inmate Movements)	56,610.75	59,441.29	62,413.35	66,158.15	70,127.64	74,335.30
7	Trust Accounting Interface	46,538.10	48,865.01	51,308.26	54,386.75	57,649.96	61,108.95
System Software – Total Annual System Software Maintenance Support Fees*		\$265,952.40	\$279,250.02	\$293,212.52	\$310,805.27	\$329,453.59	\$349,220.80